

REMARKS

In response to the Office Action mailed on October 16, 2007 the Applicant respectfully requests reconsideration in view of the following remarks. In the present application, claims 1, 3, 10, 15, and 20 have been amended and claims 6, 9, and 13-14 have been canceled without prejudice or disclaimer. The claims have been amended to clarify that the prepaid roaming minutes are purchased by a user, the prepaid roaming minutes comprising units of time for telephone usage outside of a home calling area defined by a user's calling plan, wherein the user's calling plan includes a roaming charge for the prepaid roaming minutes, wherein the home calling area comprises one of a plurality of predefined geographical areas each of which is within a larger predefined geographical area comprising a national calling area, wherein the prepaid roaming minutes are purchased at a discounted rate, and wherein the discounted rate is lower than the roaming charge included in the user's calling plan. The claims have further been amended to specify receiving one of a plurality of access codes before dialing a roaming call, each of the plurality of access codes corresponding to a certain number of the prepaid roaming minutes; notifying the user of the number of prepaid roaming minutes in the user's account via a display on a wireless telephone associated with the user; and determining if the length of the roaming call is greater than the number of prepaid roaming minutes in the user's account and, if so, then charging the length of the roaming call minus the number of minutes in the user's account as undiscounted roaming. Support for these amendments may be found in paragraphs 0011, 0015, 0042, 0045, 0049, and 0059 in the Specification. No new matter has been added.

Claims 1-20 and 22-26 are pending in the application. In the Office Action, the pending claims are rejected under 35 U.S.C. § 103(a) as being unpatentable over Anvekar et al. (US 6,684,072, hereinafter "Anvekar").

Applicants' Statement of the Substance of the Interview

A telephonic interview between the undersigned representative for the Applicants and the Examiner was held on March 4, 2008 to discuss proposed amendments to the independent claims in view of the cited references of record. During the interview, the undersigned representative discussed the proposed claim amendments with the Examiner and expressed the desire of the Applicants to further prosecution. However, no agreement was made regarding the allowability of the rejected claims.

Claim Rejections - 35 U.S.C. §103

Claims 1-20 and 22-26 are rejected as being anticipated by Shell. Claims 6, 9, and 13-14 have been canceled without prejudice or disclaimer rendering the rejection of these claims as moot. The rejection of the remaining claims is respectfully traversed.

Amended independent claim 1 specifies a method for prepaying roaming minutes. The method includes crediting a user's account with prepaid roaming minutes purchased by a user, the prepaid roaming minutes comprising units of time for telephone usage outside of a home calling area defined by a user's calling plan, wherein the user's calling plan includes a roaming charge for the prepaid roaming minutes and wherein the home calling area comprises one of a plurality of predefined geographical areas each of which is within a larger predefined geographical area comprising a national calling area; receiving one of a plurality of access codes before dialing a roaming call, each of the plurality of access codes corresponding to a certain number of the prepaid roaming minutes; notifying the user of the number of prepaid roaming minutes in the user's account via a display on a wireless telephone associated with the user;

determining whether the prepaid roaming minutes were purchased at a time greater than a predefined time before a call is made, wherein the prepaid roaming minutes are purchased at a discounted rate, wherein the discounted rate is lower than the roaming charge included in the user's calling plan, and wherein the prepaid roaming minutes are subtracted from the user's account at the discounted rate when the prepaid roaming minutes were purchased at a time greater than the predefined time and when the call is made outside the home calling area defined by the user's calling plan; and determining whether the length of the roaming call is greater than the number of prepaid roaming minutes in the user's account, wherein the difference between the length of the roaming call and the number of prepaid roaming minutes in the user's account is charged as undiscounted roaming when the length of the roaming call is greater than the number of prepaid minutes in the user's account.

It is respectfully submitted that Anvekar fails to teach or suggest each and every feature specified in amended claim 1. For example, Anvekar fails to disclose (1) that the prepaid roaming minutes are purchased at a discounted rate, wherein the discounted rate is lower than the roaming charge included in the user's calling plan; (2) receiving one of a plurality of access codes before dialing a roaming call, each of the plurality of access codes corresponding to a certain number of the prepaid roaming minutes; (3) notifying the user of the number of prepaid roaming minutes in the user's account via a display on a wireless telephone associated with the user; or (4) determining that the length of the roaming call is greater than the number of prepaid roaming minutes in the user's account and then charging the length of the roaming call minus the number of minutes in the user's account as undiscounted roaming.

Anvekar discusses discloses a prepaid product rules database (PRD). (See col. 5, lines 16-17.) The PRD stores data relating to one or more prepaid accounts. (See col. 5, lines 18-19.)

The call record and call details associated with a successfully placed call are monitored by a SPN call processor. (See col. 6, lines 56-58.) The prepaid account balance is updated (typically decremented) according to usage. (See col. 6, lines 59-60.) Anvekar further discusses a global assistant which calls a roaming phone through the PSTN and cellular wireless network. When a user answers a call, a voice prompted message is delivered to the user prompting the user to select a desired service or function. Upon selection of the service or function, the global assistant provides the requested service subject to the adequacy of the prepaid account balance and service permissibility. (See col. 8, lines 15-25).

Anvekar fails to disclose that the prepaid roaming minutes are purchased at a discounted rate, wherein the discounted rate is lower than the roaming charge included in the user's calling plan, as specified in amended claim 1. In contrast, Anvekar only discloses the monitoring and updating of a prepaid account balance according to usage. There is no discussion in Anvekar of purchasing prepaid minutes at a lower rate than a roaming charge for minutes already included in a user's calling plan. Anvekar also fails to disclose receiving one of a plurality of access codes before dialing a roaming call, each of the plurality of access codes corresponding to a certain number of the prepaid roaming minutes, as specified in amended claim 1. It is conceded in the Office Action that Anvekar fails to disclose the receiving of a code before dialing a roaming call but alleged that such a feature is well known with respect to PIN numbers used with calling cards for enhancing security. However, amended claim 1 specifies a plurality of access codes corresponding to prepaid roaming minutes in a user's account which may be received before dialing a roaming call which does not appear to correspond to a single calling card PIN number as alleged in the Office Action. Anvekar further fails to disclose notifying the user of the number of prepaid roaming minutes in the user's account via a display on a wireless telephone

associated with the user, as specified in amended claim 1. In contrast, Anvekar merely discusses a global assistant which calls a roaming phone and delivers a voice prompt to a user for selecting a service or function. The global assistant may provide the service or function based on a prepaid account balance. Thus, global assistant however does not communicate the prepaid account balance to the user and the communication that does take place is delivered using a voice prompt. Thus, Anvekar fails to disclose displaying a number of prepaid roaming minutes in a user's account via a user's wireless telephone display. Anvekar further fails to disclose determining that the length of the roaming call is greater than the number of prepaid roaming minutes in the user's account and then charging the length of the roaming call, minus the number of minutes in the user's account, as undiscounted roaming. Anvekar is silent with respect to calculating undiscounted roaming minutes when the length of a roaming call exceeds the number of prepaid (discounted) roaming minutes in a user's account.

Based on the foregoing, amended claim 1 is allowable and the rejection of this claim should be withdrawn. Claims 2-5, 7-8, and 10-12 depend from amended claim 1, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn. Amended independent claims 10 and 15 specify similar features as amended claim 1 and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn. Claims 16-19 and 22-26 depend from amended claims 15 and 20, and are thus allowable for at least the same reasons. Therefore, the rejection of these claims should also be withdrawn.

Conclusion

Please grant any extensions of time required to enter this response and charge any additional required fees to our deposit account 13-2725.

Respectfully submitted,

MERCHANT & GOULD P.C.
P.O. Box 2903
Minneapolis, Minnesota 55402-0903
(404) 954-5064

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/Alton Hornsby III/
Alton Hornsby III
Reg. No. 47,299

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